UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK
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GABRYELLE NIGRINY,

Plaintiff

COMPLAINT

-against-

1:17-cv-225 (DNH/DJS)

OVERTON, RUSSELL, DOERR & DONOVAN, LLP,

Defendant

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PRELIMINARY STATEMENT

1. The Plaintiff GABRYELLE NIGRINY brings this lawsuit based upon improper and violative debt collection practices utilized and otherwise invoked by the above-named Defendant. These collection practices are expressly prohibited by the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq*.

2. Based upon the Defendant's violations of the FDCPA, as set forth and alleged herein, the Plaintiff is entitled to statutory damages, actual damages, attorneys fees, and costs, all pursuant to 15 U.S.C. § 1692k.

PARTIES

3. The Plaintiff Gabryelle Nigriny is a natural person.
4. At all times relevant to this Complaint, the Plaintiff was a citizen of, and otherwise resided in, Niskayuna, New York.
5. The Defendant Overton, Russell, Doerr & Donovan, LLP (“ORDD”), is a partnership of lawyers and maintains a principle place of business located at 19 Executive Park Drive, Clifton Park, New York.
6. The Defendant collects, and attempts to collect, debts incurred, or alleged to have been incurred, for personal, family, or household purposes on behalf of creditors using the U.S. Mail, telephone, and Internet.
7. The Defendant is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6).

JURISDICTION & VENUE

8. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.
9. Venue is appropriate in this federal district pursuant to 28 U.S.C. §1391(b) because a substantial part of the events giving rise to the claims of the Plaintiff occurred within this federal judicial district.

FACTS CONCERNING THE PLAINTIFF

10. The Plaintiff repeats and reiterates each preceding paragraph as if same is stated at length herein.

11. The Defendant alleges that the Plaintiff is indebted to Albany Medical Center (AMC) for an alleged debt in the amount of $55.00.

12. On January 6, 2017, the Plaintiff received an alert from her credit monitoring company advising that there was activity on her credit reports.

13. The Plaintiff subsequently learned that the Defendant had placed the alleged AMC debt on her Experian and TransUnion credit reports. Attached hereto as Exhibit “1” is a copy of the referenced credit report.

14. Prior to this time, the Plaintiff had not received any bills from AMC nor from the Defendant.

15. Puzzled in regard to the placement of the alleged debt on her credit reports, the Plaintiff contacted the Defendant via telephone and spoke with a young woman who advised the Plaintiff that the date of alleged service of medical treatment was in June, 2016.

16. The Plaintiff asked the young woman for particulars regarding the medical services rendered (doctor? lab?). In response thereto, the young woman advised the Plaintiff that she had to place her dispute in writing.

17. The advisement to the Plaintiff that she was required to place her dispute in writing is false, deceptive and misleading as the FDCPA allows consumers to dispute debts orally with debt collectors.

18. Not making any progress with the young woman, the Plaintiff asked to be transferred to a Supervisor.

19. The Plaintiff was then transferred to a female Supervisor who falsely advised her that the Defendant was allegedly sending mail to her regarding the alleged AMC debt since June, 2016, and that the Plaintiff was ignoring the mail.

20. Proof that the Defendant was not sending collection letters since June 2016 is based upon the fact that the Plaintiff was advised by the young woman employed by the Defendant that medical services were allegedly rendered during June 2016. Thus, as creditors typically first attempt to collect alleged debt balances prior to sending accounts to third-party debt collectors, the advisement that the Defendant had commenced sending collections the same month that medical services were allegedly rendered is nonsensical.

21. The Plaintiff advised the Defendant's Supervisor that she never received documents from the Defendant nor from her medical insurance carrier regarding a June, 2016 visit to AMC.

22. The Plaintiff then demanded that the account be removed from her credit report. However, the Defendant's Supervisor rejected this request and accused the Plaintiff of purposely ignoring the alleged letters sent by the Defendant.

23. Concerned that the Defendant's employees were rejecting her attempts to dispute the debt orally, and that her credit scores were being adversely affected, the Plaintiff provided her credit card to the Defendant's Supervisor for payment.

24. Shortly thereafter the Plaintiff spoke to her credit consultant who advised her she should not have paid the alleged debt.

25. The Plaintiff then took steps to stop the credit card payment.

26. Thereafter an ORDD employee initiated a telephone call to the Plaintiff and advised her that her credit card had been declined.

27. The Plaintiff then retained the undersigned counsel to represent her in regard to the foregoing facts.

28. On January 19, 2017, the undersigned counsel sent an email to attorney Brian Strohl, who participates as a Partner in the Defendant's law firm operation.
29. Attorney Strohl sent a response email wherein he denied the events as reported by the Plaintiff and otherwise stated that letters were sent to the Plaintiff by AMC and the Defendant which were allegedly not returned.
30. On January 19, 2017 a total of 10 emails were exchanged between the undersigned counsel and attorney Strohl.
31. Despite the fact that attorney Strohl was duly advised that the undersigned represented the Plaintiff, and despite the extensive email exchange between attorney Strohl and the undersigned counsel, the Defendant further violated the FDCPA by communicating directly with the Plaintiff via letter dated February 6, 2017 which was sent in the attempt to collect the subject alleged AMC $55.00 debt.
32. As a result of the Defendants' violation of the FDCPA the Plaintiff suffered actual damages in the form of anxiety, stress and worry.

FIRST CAUSE OF ACTION

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT

33. The Defendants violated 15 U.S.C. § 1692c(a)(2) by communicating with a consumer known to be represented by an attorney.
34. The Defendant violated 15 U.S.C. § 1692d by engaging in debt collection conduct which was intended to harass, abuse and oppress the Plaintiff.
35. The Defendant violated 15 U.S.C. § 1692e by engaging in false, deceptive and misleading

debt collection tactics.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of the Plaintiff as set forth below:

(i) The maximum statutory damages as are allowed pursuant to 15 U.S.C. § 1692k(a)(2)(A);

(ii) Actual damages in an amount to be determined at the time of trial pursuant to 15 U.S.C. § 1692k(a)(1).

(iii) Attorney's fees, litigation expenses, and costs pursuant to 15 U.S.C. § 1692k(a)(B)(3); and

(iv) For such other and further relief as may be just and proper.

JURY DEMAND

Plaintiff demands that this case be tried before a Jury.

DATED: New York, New York
February 22, 2017

ROBERT L. ARLEO, ESQ. P.C.

By: */ s / Robert L. Arleo*

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